



August 24, 2005

RE: RFP DGS-2053 Addendum #13

TO ALL INTERESTED BIDDERS:

Revised RFP pages reflecting Addendum #13 to RFP DGS-2053 are attached unless otherwise denoted below. This addendum makes changes or corrections to the following RFP Sections:

ALL SECTIONS

Corrected footer throughout to reference “CALNET II RFP” rather than “CALNET RFP”. New pages are not attached, however, revised files have been posted to the CALNET RFP web page.

SECTION 1

Section 1.7. Reformatted the font in the first line of this Section. Moved title of table and description of times from page 13 to page 14.

SECTION 2

Sections 2.4.2 and 2.4.3. Deleted unnecessary numbering in the title of each of these sections.

Section 2.3.3.6. Moved “c. Demonstration” from page 16 to page 17.

Section 2.4.2. Moved title of section from page 19 to page 20.

Section 2.4.2.3. Added references to the appropriate Section 6 subsections for Modules 2, 3 and 4. Added qualifying statement regarding the State’s right to approve Desirable items.

Section 2.4.4. Made changes to reflect the Glossary as Appendix A rather than Attachment 7 and modified reference to Appendices B-1, 2, 3, and 4. Also added reference to Exhibit A-5.

SECTION 3

Footers were changed in this Section to reflect “CALNET II RFP” rather than “CALNET RFP”. (Revised pages are not attached, but the current file is available on the CALNET II web site.)

SECTION 4

Section 4.5.9.3. Changed “(i.e., taxes and surcharges)” to “(e.g., service taxes, fees, and surcharges)”

SECTION 5

Section 5.12. Deleted paragraph in the middle of this page as well as the numbered item requiring name and address of the subcontractor.

Exhibit 5-C. Deleted reference to percentage of participation in the first paragraph.

Exhibit 5-N, Item #9. Deleted the word “mutually” from the second sentence and corrected the item numbers on pages 28 and 29.

SECTION 6.1

Table 6.1.2.9.a. Modified the description of the 48, 96, 192, and over 192 ACDs.

Table 6.1.2.14.a. Corrected Table number.

Section 6.1.7. Changed “State Agency” to “Customer” in first sentence.

Section 6.1.9 through 6.1.9.2. Minor language changes throughout the section, including renumbering of some items.

SECTION 6.2

Table 6.2.6.1.a. Modified the description of the ACD that can handle over 192 agents.

Section 6.2.18. Changed “State Agency” to “Customer” in first sentence.

Section 6.2.20 through 6.2.20.2. Minor language changes throughout the section, including renumbering of some items.

SECTION 6.3

Section 6.3.7.4. Changed time period for finalizing the Training Plan from 120 days to 30 days.

Section 6.3.12 through 6.3.12.2. Minor language changes throughout the section, including renumbering of some items.

SECTION 6.4

Section 6.4.5.4. Changed time period for finalizing the Training Plan from 120 days to 30 days.

Section 6.4.8. Changed “State Agency” to “Customer” in first sentence.

Section 6.4.10 through 6.4.10.2. Minor language changes throughout the section, including renumbering of some items.

Section 6.4.16. Added reference to Module 4 in the first line of page 176.

SECTION 7

Section 7.1. Added qualifier about costs proposed for one Module may not be conditioned or affected by award of any other Module.

Exhibits 7-A, 7-B, 7-C, and 7-D. Changed cover page for each exhibit from “Exhibits” to “Exhibit”. Added the Module number to the footer of each page. Corrected the Exhibit name in the footer of Exhibit 7-B. (Note: Revised pages are not attached, but revised files reflecting these changes are posted on the CALNET II Home Page.)

SECTION 8

Footers were changed in this Section to reflect “CALNET II RFP” rather than “CALNET RFP”. (Revised pages are not attached, but the current file is available on the CALNET II web site.)

SECTION 9

Section 9.5.4.2. Pages 65-67. Inserted page breaks so that formulas and tables are not broken into more than one page.

SECTION 10

Footers were changed in this Section to reflect “CALNET II RFP” rather than “CALNET RFP”. (Revised pages are not attached, but the current file is available on the CALNET II web site.)

APPENDIX B-1

Section 2. Added line for e-mail addresses for the State and Contractor Contract Representatives.

Attachment 5, Exhibit A-5. Deleted “[SIGNATURE PAGE FOLLOWS]” designation and combined pages 64 and 65. Added “Denied” signature block on page 65.

APPENDIX B-2

Section 2. Added line for e-mail addresses for the State and Contractor Contract representatives.

Attachment 5, Exhibit A-5. Deleted “[SIGNATURE PAGE FOLLOWS]” designation and combined pages 64 and 65. Added “Denied” signature block on page 65.

APPENDIX B-3

Section 2. Added line for e-mail addresses for the State and Contractor Contract representatives.

Attachment 5, Exhibit A-5. Deleted “[SIGNATURE PAGE FOLLOWS]” designation and combined pages 64 and 65. Added “Denied” signature block on page 65.

APPENDIX B-4

Section 2. Added line for e-mail addresses for the State and Contractor Contract representatives.

Attachment 5, Exhibit A-5. Deleted “[SIGNATURE PAGE FOLLOWS]” designation and combined pages 64 and 65. Added “Denied” signature block on page 65.

The above synopsis is a summary; please read the entire text of each change. Changes are indicated by a horizontal or vertical line in the right margin of each page. A horizontal line indicates that text has been removed. A vertical line means text has been added or text has been changed. Please replace the RFP pages with the pages included in this addendum.

Please send any questions to me via e-mail.

Sincerely,

Steven Casarez
DGS, Procurement Division
Technology Acquisitions Section
P.O. Box 989054
West Sacramento, CA 95798-9054
(916) 375-4481
email: steve.casarez@dgs.ca.gov

1.6 PROCUREMENT OFFICIAL

The Procurement Official and the respective addresses for delivering or mailing proposals, questions or copies of protests are:

**Express mail/courier service delivery, e.g.,
Federal Express or UPS, or hand delivery**

Steven Casarez DGS, Procurement Division
Technology Acquisitions Section
707 3rd Street, 2nd Floor
West Sacramento, CA 95605
Phone: 916-375-4481
E-mail: steve.casarez@dgs.ca.gov

U.S. Mail

Steven Casarez
DGS, Procurement Division
Technology Acquisitions Section
P.O. Box 989054
West Sacramento, CA 95798-9054
Phone: 916-375-4481
E-mail: steve.casarez@dgs.ca.gov

Secondary Contact:

Ila Parisek
DGS, Procurement Division
Technology Acquisitions Section
707 3rd Street, 2nd Floor
West Sacramento, CA 95605
Phone: 916-375-4332
E-mail: ila.parisek@dgs.ca.gov

Ila Parisek
DGS, Procurement Division
Technology Acquisitions Section
P.O. Box 989054
West Sacramento, CA 95605
Phone: 916-375-4332
E-mail: ila.parisek@dgs.ca.gov

1.7 KEY ACTION DATES

The RFP and the key action dates are posted on the web at
<http://www.sequoiapacific.dts.ca.gov/calnetIIhomepage.asp>.

Below is a table listing the important “key” action items with dates and times that the State will follow while conducting this RFP process. Bidders must adhere to the dates and times when completing specified tasks that are listed in the table. If the State finds it necessary to change any of these dates up to and including the date for Submission of Final Proposals, it will be accomplished via an addendum to this RFP.

PLEASE NOTE, HOWEVER, THAT ALL DATES AFTER THE FINAL PROPOSAL SUBMISSION DEADLINE ARE APPROXIMATE AND MAY BE ADJUSTED AS CONDITIONS INDICATE, WITHOUT ADDENDUM TO THIS RFP.

KEY ACTION DATES:

All times are 5:00 PM Pacific Time unless otherwise noted.

<u>ACTION</u>	<u>DATE/TIME</u>
1. Release of RFP	November 8, 2004
2. Last Day to Submit Questions for Clarification at Bidders Conference	November 17, 2004
3. Initial Bidders Conference (see RFP Section 1.8)	December 2, 2004
4. Final Date to Submit Requests to Change the RFP Requirements	January 14, 2005
5. Last day to submit Letter of Intent to Bid (Superseded – see item #10 below)	January 18, 2005
6. Last day for State to respond to Requests to Change RFP Requirements	January 28, 2005
7. Last Day to Protest the RFP Requirements (Superseded – see item #9 below)	February 4, 2005
8. Release of Addendum #12	August 15, 2005
9. Vendor Forum (See RFP Section 1.8)	August 24, 2005
10. Last Day to Protest RFP Addendum #12 Requirements (Initial Protest) (Note: Additional time provided for Addendum 12)	September 8, 2005
11. Last day to submit new Letter of Intent to Bid, signed Confidentiality and Non-Disclosure Agreement, and Financial Responsibility Information. (Pre-qualification Documentation).	September 16, 2005
12. Submission of Conceptual Proposal	October 3, 2005
13. Submission of Proposed Changes to Contract Language	October 3, 2005
14. Confidential Discussions with Individual Bidders regarding their Conceptual Proposals	October 31, 2005 – November 14, 2005
15. Last day for State Response to Contract Language Change Requests	November 16, 2005
16. Submission of Detailed Technical Proposals	December 12, 2005
17. Confidential Discussions regarding Detailed Technical Proposals	January 16, 2006 – February 13, 2006
18. Submission of Draft Proposals	March 13, 2006

or other business association, who is in violation of any order or resolution promulgated by the State Air Resources Board or an air pollution control district, or is subject to a cease and desist order issued under Water Code Section 133011 for violation of waste discharge requirement or discharge prohibitions, or is determined to be in violation of federal law in relation to air or water pollution. Government Code Section 4481 requires the State Water Resources Control Board and the Air Resources Board to notify State agencies of such persons.

No award will be made to a person who is identified as a person in violation of State or Federal air or water pollution control laws.

2.2.21 Fair Employment and Housing Commission Regulations

The California Government Code Section 12990 requires all State Bidders to have implemented a Nondiscrimination Program before entering into any contract with the State. The Department of Fair Employment and Housing (DFEH) randomly selects and reviews State Bidders to ensure their compliance with the law. DFEH periodically disseminates a list of Bidders that have not complied. Any Bidder so identified is ineligible to enter into any State contract.

2.2.22 Follow-on Contracts

No person, firm, or subsidiary thereof who has been awarded a consulting services contract, or a contract which includes a consulting component, may be awarded a contract for the provision of Services, delivery of Goods or supplies, or any other related action which is required, suggested, or otherwise deemed appropriate as an end product of the consulting services contract. Therefore, any consultant who contracts with a State Agency to develop formal recommendations for the acquisition of EDP products or services is precluded from contracting for any work recommended in the formal recommendations (formal recommendations include, among other things, feasibility studies.)

2.3 PROPOSAL SUBMISSION PHASES AND STEPS

2.3.1 General

2.3.1.1 Overview of Phases and Steps

The phases and steps that will be included in an RFP are dependent on the needs of the State and will vary from RFP to RFP. The applicable steps to a specific RFP will be included in the **Key Action Dates** of that RFP. References in this document to phases and steps not included in the RFP are *not* applicable to the

submitted an original **Final Proposal**. Each Bidder will be informed of the revised submission date of the new **Final Proposal**.

2.3.3.5 Submission of Final Proposal

a. Complete Proposal

The **Final Proposal** must be complete in all aspects as required by the solicitation. A **Final Proposal** must be rejected if any such defect or irregularity constitutes a deviation from the RFP Requirements. The **Final Proposal** must contain all costs required by the RFP.

b. Signatures

- 1) The **Final Proposal** must contain an original **Signature** in two places: On the cover letter or transmittal form (which shall be considered an integral part of the **Final Proposal**) and the Standard Agreement (STD. 213).
- 2) The **Signature** must be of an individual who is authorized to bind the Bidder firm contractually. A **Final Proposal** may be signed by an agent of the Bidder only if the signatory is an officer of a corporate Bidder authorized to sign contracts on its behalf, a member of a partnership Bidder, or is properly authorized by a power of attorney or equivalent document. Such authorization must be submitted to the State prior to the submission of Proposals or with the Proposal.
- 3) The name and title or position that the individual holds in the firm must be typed immediately below the **Signature**.
- 4) An unsigned **Final Proposal** may be rejected.

2.3.3.6 Evaluation and Selection of Final Proposal

a. General

Final Proposals will be evaluated according to the procedures contained in the RFP.

b. Questions during the Evaluation

During the evaluation of the **Final Proposal**, the State may desire the presence of a Bidder's representative for answering specific questions, orally and/or in writing.

c. **Demonstration**

As part of the evaluation and selection process, the RFP may require a **Demonstration** of *all* responsive, responsible Bidder's responses to specific Requirements (including benchmark Requirements) before final selection in order to verify the claims made in the Proposal and corroborate the evaluation of the Proposal. The Bidder must make all arrangements for **Demonstration** facilities at no cost to the State. The Bidder will determine the location of the **Demonstration**; however, its performance within California is preferred and will be attended at the State's expense. Demonstration outside of California requires special approvals and is subject to approval by the State and will be attended only if the Bidder agrees to reimburse the State for travel and per diem expenses for all evaluation team members. Demonstration outside of the United States is prohibited.

The State reserves the right to determine whether or not a **Demonstration** has been successfully passed as described in the RFP.

d. **Errors in the Final Proposal**

An error in the **Final Proposal** may cause the rejection of that Proposal; however, the State may at its sole option retain the Proposal and make certain corrections.

In determining if a correction will be made, the State will consider the conformance of the Proposal to the format and content required by the RFP document, and any unusual complexity of the format and content required by the RFP document.

- 1) If the Bidder's intent is clearly established based on review of the complete **Final Proposal** submittal, the State may at its sole option correct an error based on that established intent.
- 2) The State may, at its sole option, correct obvious clerical errors.
- 3) The State may at its sole option correct discrepancy and arithmetic errors on the basis that if intent is not clearly established by the complete Proposal submittal the Master Copy shall have priority over additional copies, the Proposal narrative shall have priority over the Contract, the Contract shall have priority over the cost sheets, and within each of these, the lowest level of detail will prevail. If necessary, the extensions and summary will be recomputed accordingly, even if the lowest level of detail is obviously misstated. The total price of unit-price items will be the product of the unit price and the quantity of the item. If the unit price is ambiguous, unintelligible, uncertain for any cause, or is omitted,

in negotiations pursuant to Public Contract Code Section 6611 and the guidelines and procedures adopted in accordance therewith including, but not limited to, Administrative Order 04-03 (issued March 5, 2004) or any amendment or replacement thereto.

The State will determine the awarded Bidder either on the basis of individual items or on the basis of all items included in its RFP, unless otherwise expressly provided in the RFP.

Written notification of the State's intent to award will be made to all Bidders. If a Bidder, having submitted a **Final Proposal**, can show that they, instead of the Bidder selected by the State, should be selected for Contract award according to the RFP, the Bidder will be allowed five (5) Business Days to submit a protest to the Intent to Award, according to the instructions contained in **Protests**.

2.3.5 Debriefing

A debriefing may be held after Contract award at the request of any Bidder for the purpose of receiving specific information concerning the evaluation. The discussion will be based primarily on the technical and cost evaluations of the Bidder's **Final Proposal**. A debriefing is not the forum to challenge RFP specifications or Requirements.

2.4 DEVELOPMENT OF CONTRACT LANGUAGE

2.4.1 Development of Agreement to be Submitted

The following instructions are provided to explain how the referenced and attached model contract language is arranged and how it may be modified to develop a mutually agreeable final contract. Because no negotiations or alterations of the contract are permitted subsequent to the time established for the receipt of the Final Proposal, it is imperative that Bidders follow these instructions carefully in order to be fully responsive, from a contractual aspect, to the RFP. Bidders should note that these contract terms are based upon approved State of California contract language, often established in statute, and that the State does not normally accept changes to this language. Therefore, any requested changes that might be approved by the State are expected to be minor in nature and only serve to clarify rather than alter the intent of the provision.

2.4.2 Preparation of Proposed Contract Language

1. Detach the CALNET-II AGREEMENT model contract from the RFP (Appendix B). This document, properly annotated, will be returned to the State for use in developing final contract language.
2. Make an appropriate entry in any portion of the contract which has a blank().
Do not include any dollar figures or percentages related to Bid costs.
3. Attachment 3 – Description of Services: A list of all Deliverables and Services, with descriptions, availability and unique identifiers including features shall be developed by the Contractor and provided upon Contract award for attachment to and inclusion in the Contract. Attachment 3 shall be provided by the Contractor to the State for inclusion in the preliminary Contract following receipt of the Notification of Intent to Award. This Description of Services shall be maintained on a Public Web Site in accordance with Sections 6.1.13.1, 6.2.24.1, 6.3.16.1, and/or 6.4.14.1 (e.g., A list of all products and services with descriptions, availability and unique identifier, including features) for access by End-Users. This list may be revised only via Contract Amendment. The State shall determine which Desirable items proposed by the Contractor shall be included within Attachment 3, and which items will be included on the Public Web Site.
4. Attachment 4 – Pricing: A price list shall be developed by the Contractor and provided to the State upon receipt of a Letter of Intent to Award for attachment to and inclusion in the contract. **When submitting Contract language in the Final Proposal do not include any pricing.** Attachment 4 will be obtained by the State after the Notification of Intent to Award for inclusion in the Contract prior to DGS approval. The prices contained in this list **shall correspond exactly** with the cost tables submitted with the Bidder's Final Proposal in response to Section 7, Costs. This price list shall be maintained on a Public Web Site in accordance with Section 6.1.13.1 (e.g., Products and Services rates, including features) for access by End-Users. This price list may be revised only via Contract amendment.
5. Prepare a cover letter of transmittal that identifies each requested change made to the model contract, and which explains (except where the reason for the change is obvious) the rationale for the change.
6. Make a copy of the annotated contract and retain for your files. This copy will be used during subsequent communications with the State relative to the acceptability of the proposed changes.
7. Submit the cover letter and the annotated contract to the State Procurement Officer listed in RFP Section 1.6 by the date contained in RFP Section 1.7. An early submission of the proposed contract will facilitate the State's review and approval process. If no changes are requested, simply submit the letter indicating that the model contract language is acceptable and that no changes are requested.

2.4.3 Contract Negotiation

1. Upon receipt of the proposed contract, the State will examine the document to establish the acceptability of the proposed changes. The Bidder will be notified as to which portions, if any, of the language submitted are not acceptable. If necessary, meetings between the Bidder and the State will be arranged. The State may, following such meetings, request a revised contract reflecting changes agreed upon to be prepared and returned by the Bidder.
2. Following the last date to approve contract language, the Bidder will be notified by the State of any changes required which were agreed upon during contract negotiations and any proposed language that remains unacceptable to the State.
3. Upon request, or at the State's initiation, acceptable proposed changes to the contract language will be made available by the State to all Bidders.

2.4.4 Model Contract Language

A Glossary of defined terms for this RFP is included as Appendix A.

Model contract language for RFP DGS-2053 is provided for in Appendices B-1, 2, 3, and 4 as follows:

- State of California's Standard Agreement Form 213, with:
 - Attachment 1 – General Provisions
 - Attachment 2 – Statement of Work
 - Attachment 3 – Description of Services
 - Attachment 4 – Pricing
 - Attachment 5 – Ordering Documents (with 4 exhibits:)
 - Exhibit A-1, STD Form 20
 - Exhibit A-2, Authorization To Order Under State Contract
 - Exhibit A-3, STD Form 65
 - Exhibit A-4, Work Authorization Form
 - Exhibit A-5, Individual Price Reduction Notification
 - Attachment 6 – Acceptance Testing

serve the citizens of California. Some examples that illustrate relationship management include, but are not limited to the following:

- Contractor to assign a DCPM throughout the Term of the Contract
- Ensure that adequate staff resources and skill levels are available to support Contract programs and Customer service
- Ensure responsiveness to States requests and/or directions pursuant to Contract terms and conditions
- Ensure Contract amendments receive required corporate approvals within established milestones
- Ensure that the Contractor and its subcontractors and/or Affiliates meet Contract program management responsibilities
- Contractor provides an explanation and justification for pricing elements, including ICB Pricing and IPR
- Inform the State in writing and provide applicable regulatory authority of FCC and CPUC mandated regulatory changes (i.e., service taxes, fees, and surcharges) that require recovery from End-Users
- Ensure that only mandated (non-discretionary) taxes and surcharges are applied to Contract Services. All others must receive prior approval by the State
- Ensure that no program deficiency occurs resulting from the State's lack of access to internal agreements between Contractor and its subcontractors and/or Affiliates which affect the State's ability to perform program oversight of the Contract
- Ensure that Contractor specifies in writing, acceptable reasons to the State why the Contractor and its subcontractors and/or Affiliates are unable to provide specified Contract data
- Ensure that contractual obligations and commitments to establish Contractor business relationships for communication, cooperation, and collaboration with Contractors of other service Modules are met

Bidder understands the requirement and shall meet or exceed it? Yes_____ No_____

Reference: document_____
location_____ page_____ paragraph_____

Description:

5.12 SUBCONTRACTORS

Using subcontractors to provide products and services required by the RFP enables Suppliers to expand their ability to meet the needs of the State. However, use of subcontractors does not relieve the Supplier from any responsibility to the State under the Contract, or this RFP.

1. The Bidder must name any subcontractors intended to be used to fulfill any Requirements of the RFP (see Exhibit 5-C).
2. The Bidder must provide of letter of intent or commitment from all Independent Local Exchange Carriers or Competitive Local Exchange Carriers selected to provide service under this Agreement.
3. The Bidder must indicate which Requirements will be satisfied by which subcontractors.
4. During the Term of the Contract, the State reserves the right to contact, consult or undertake business discussions with any subcontractor's employee.
5. The Federal Employer Identification Number of the subcontractor or Supplier.
6. The name and contact phone number of a contact person within the subcontractor or Supplier organization.
7. A brief description of the nature of the work to be performed or goods supplied.
8. The estimated percent of the Bidder's anticipated total revenue that the subcontractor or Supplier is expected to receive during each year the Contract's Term.

All subcontractors and Suppliers who are expected to receive ten percent (10%) or more of the estimated value of the Contract over the full Term of the Contract shall also be required to meet all Administrative and Technical Requirements of this RFP as applicable. Such subcontractor and Supplier responses will be evaluated as part of the Bidder's overall Proposal.

5.13 SMALL BUSINESS PREFERENCE

1. Section 14838, et seq. of the California Government Code requires a five percent (5%) preference be given to Bidders who qualify as a small business. The rules and regulations of this law, including the definition of a small business for the delivery of goods and services are contained in Title 2, California Code of Regulations (CCR),

EXHIBIT 5-C**LIST OF PROPOSED SUBCONTRACTORS (PUBLIC WORKS)**

Listed hereinafter is the name and address of each subcontractor who will be employed and the kind of work which each will perform if the contract is awarded to the aforesigned. I understand that under Government Code Section 4100 through 4113* (See Note Below) that I must here clearly set forth the name and address of each subcontractor who will perform work or labor or render service to me in or about the construction of the work in my total Proposal and that as to any work in which I fail to do so, I agree to perform that portion myself or be subject to penalty under the act.

(NOTE: IF MORE THAN ONE SUBCONTRACTOR IS LISTED FOR THE SAME TYPE OF WORK, STATE THE PORTION OF THAT TYPE OF WORK THAT THE INDIVIDUAL SUBCONTRACTOR WILL BE PERFORMING. LIST THE SUBCONTRACTORS' APPLICABLE CONTRACTORS LICENSE NUMBER(S), IF AVAILABLE. VENDORS OR SUPPLIERS OF MATERIALS ONLY, NEED NOT BE LISTED.)

If additional space is required for the listing of proposed subcontractors, reproduced additional sheets showing the required information, as indicated below, shall be attached hereto and made a part of the Final Bid Proposal.

SUBCONTRACTORS:

<u>TYPE OF WORK</u>	<u>NAME AND ADDRESS</u>	<u>LICENSE NO.</u>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>

NOTE: The above listing Requirement will for purposes of this Proposal be construed in accordance with the provisions of the Subletting and Subcontracting Fair Practices Act ("The Act") as set forth in Government Code Sections 4100 through 4113. Also, for purposes of this Proposal and interpretation of The Act, a vendor will be considered to be a prime Contractor regardless of whether such vendor is or is not a licensed Contractor.

EXHIBIT 5-N**QUALITY STATE AND CONTRACTOR BUSINESS RELATIONSHIPS PRINCIPLES**

This Agreement documents the awarded Contractors along with the Department of Technology Services, Office of Network Services (DTS/ONS) and the Department of General Services (DGS) have committed to establishing a business relationship based on mutual trust, honest and open communications and teamwork. The primary objective of this agreement is to establish a long-term working relationship, which serves our customers and promotes the business and economic goals of the State of California.

Contractor agrees to:

1. Work corporately to establish positive working relationship and an environment that facilitates communication, cooperation, and collaboration between other awarded Contractors and the State.
2. Establish positive working relationships with other awarded Contractors to provide statewide telecommunication Services within and between Contractors.
3. Promotes positive business relationships in which all Parties commit to meet and confer informally to resolve conflicts prior to executing contractual remedies.
4. Demonstrate how their business practices will support inter-Contract Services while adhering to individual Contract terms and conditions.
5. Be accountable for their actions by adhering to the verbal and written commitments they make with the State and other awarded Contractors
6. Establish business processes that facilitate the orderly Transition, Migration, Transfer, and ongoing Service Provisioning between and outside of other Contract Services.
7. Establish a quality assurance process that ensures continuous improvements in Contract administration and Service performance.
8. Recognize the contributions and effort of the State and other awarded Contractors to meet the objectives of this Exhibit.
9. Participate in a State chartered Contract Advisory Forum comprised of the DTS/ONS and other awarded Contractors. The Advisory Forum Charter will be developed after Contract award at the discretion of the State.

10. Participate quarterly or as scheduled by the DTS/ONS in Advisory Forum meetings that will address inter-Contract Service issues with the objective to mutually reach resolution.
11. Accept its advisory role membership and acknowledges DTS/ONS has sole authority for accepting and implementing Advisory Forum recommendations.

Signed by the below:

Contractor for Module 1 <hr/> Firm: <hr/> Signature: <hr/> Title: <hr/> Printed Name: <hr/> Date: <hr/>	Contractor for Module 2 <hr/> Firm: <hr/> Signature: <hr/> Title: <hr/> Printed Name: <hr/> Date: <hr/>
Contractor for Module 3 <hr/> Firm: <hr/> Signature: <hr/> Title: <hr/> Printed Name: <hr/> Date: <hr/>	Contractor for Module 4 <hr/> Firm: <hr/> Signature: <hr/> Title: <hr/> Printed Name: <hr/> Date: <hr/>
Department of Technology Services/Office of Network Services <hr/> Signature: <hr/> Title: <hr/> Printed Name: <hr/> Date: <hr/>	Department of General Services <hr/> Signature: <hr/> Title: <hr/> Printed Name: <hr/> Date: <hr/>

The Contractor shall offer the Locally Based ACD services and features detailed in Table 6.1.2.9.a.

Table 6.1.2.9.a –Locally Based ACD (M-O)

Feature Name	Feature Description	Meets or Exceeds? Y/N	Document/ Location
Automatic Call Distributor (ACD) (8 ports)	The ACD described above with 8 ports		
Bidder's Description:			
Automatic Call Distributor (ACD) (24 ports)	The ACD described above with 24 ports		
Bidder's Description:			
Automatic Call Distributor (ACD) (48 ports)	The basic ACD described above with 48 ports		
Bidder's Description:			
Automatic Call Distributor (ACD) (96 ports)	The basic ACD described above with 96 ports		
Bidder's Description:			
Automatic Call Distributor (ACD) (192 ports)	The basic ACD described above with 192 ports		
Bidder's Description:			
Automatic Call Distributor (ACD) (over 192 ports)	The basic ACD described above with over 192 ports		
Bidder's Description:			

The Contractor shall offer the Operator Services and features detailed in Table 6.1.2.14.a.

Table 6.1.2.14.a Operator Services (M-O)

Feature Name	Feature Description	Meets or Exceeds? Y/N	Document/Location
Operator assisted Calls	Calls that are completed using an operator		
Bidder's Description:			
Collect Calls	Calls that are not directly dialed and are placed as collect to the called party, using an operator		
Bidder's Description:			
Third Party Billed	Calls that are not directly dialed and are requesting third party be billed, using an operator		
Bidder's Description:			
Directory Assistance	Attendant provides requested telephone numbers		
Bidder's Description:			

The Contractor may offer the Operator Services and features detailed in Table 6.1.2.14.b.

Table 6.1.2.14.b Operator Services (D)

Feature Name	Feature Description	Meets or Exceeds? Y/N	Document/ Location
Foreign Language Operators	Operator assistance shall be provided in numerous foreign languages. Bidders are to list languages provided		
Bidder's Description:			
Additional unsolicited features offered by the Bidder:			
Bidder's Description:			

Item #	Manufacturer	Model Number	Meets/exceeds reqmt? Y/N	Reference document and location
9				
	Bidder's description:			
10				
	Bidder's description:			
11				
	Bidder's description:			
12				
	Bidder's description:			
13				
	Bidder's description:			
14				
	Bidder's description:			
15				
	Bidder's description:			
16				
	Bidder's description:			

6.1.7 END-USER SUPPORT (M)

This section describes the support responsibilities of the Contractor and DTS/ONS for activities related to Customer acquisition of telecommunications services as defined in this RFP. The Bidder's response must demonstrate its understanding of each Requirement and submit a business model that details the strategy, staff, and resources that will be used to meet Requirements. A statement of understanding or commitment to meet or exceed is not sufficient.

6.1.7.1 General Requirements (M)

This document specifically identifies services provided through the Contract that have been approved (contracted) with individual pricing and specific feature definition. Additional service items not itemized, priced, and defined must be submitted with pricing and service definition to DTS/ONS and approved by DTS/ONS and the Department of General Services before the service can be provisioned through this Contract.

The DTS/ONS will oversee the use of the Contract by Customers, and will delegate authority to Agencies to submit requests for certain services directly to the Contractor. The DTS/ONS may also designate some services, such as ACD, as non-delegated and require DTS/ONS review and approval prior to Agency acquisition. The DTS/ONS will use Contractor provided management reports and periodic random Agency audits to monitor and administer Contract compliance.

6.1.9 CONTRACTED SERVICE PROJECT WORK (M)

Contracted Service Project Work is defined as either Coordinated or Managed. In the event the Contractor or Agency is unable to determine if the Service Request qualifies as a Coordinated or Managed Project, Contractor will contact DTS/ONS for assessment and ultimate determination.

Bidder understands the Requirement and shall meet or exceed it? Yes_____ No_____

Reference: document_____
location_____ page_____ paragraph_____

Description:

6.1.9.1 Coordinated Project Work (M)

Coordinated Projects are initiated in situations where ordering and provisioning of service exceed the Requirements for routine service requests, and require coordinated installation intervals that may differ from those contained in Section 6.1.11.2.12 Provisioning SLA's. Representation of Coordinated Projects include service orders:

1. That exceed 48 voice lines or 10 data lines at a single location that require verification of Facilities and Equipment.
2. That are for single or multiple Customer site locations that include any of the following conditions:
 - a. CPE installation
 - b. Translation or Software programming is required to facilitate services

- c. Where services require a level of complexity for planning and implementation
- d. ACD installation
- e. 10 or greater network transport installations
- f. Fiber installation for OCx

Upon determination that the Coordinated Project is needed, the following activities shall be initiated:

1. Upon receipt of the approved Service Request (see Appendix B, Contract Model Language, Attachment 5, Ordering Documents), the Contractor shall respond to the Agency by the end of the next business day to discuss/obtain additional preliminary information regarding the project and to set up an appointment within 5 business days to discuss the project detail with the Agency.
2. A project "Scope of Work" will be provided no more than 10 business days following receipt of Agency's STD. 20 and will include at a minimum the following:
 - a. Definition of the project task, start and completion dates, and associated costs
 - b. A project task list that includes contractual service elements (planning, applicable design, engineering, testing, termination, installation and Customer service End-User training)

Coordinated Project Reporting Requirements:

1. Contractor shall develop, maintain, update and distribute all documents associated with the Agency's project.
2. Contractor shall provide the requesting Agency with updated weekly status reports or otherwise agreed upon intervals.
3. Contractor will post and update data on all active Coordinated Projects for DTS/ONS review weekly, on its private web site as described in Section 6.1.13.2. Web site content will be consistent with the report elements listed in Section 6.1.13.9.1. Upon completion of a Coordinated Project, Contractor will remove project from the private web site and incorporate the project information into the Coordinated Project Work Report as described in Section 6.1.13.9.1.

Bidder understands the Requirement and shall meet or exceed it? Yes_____ No_____

Reference: document_____

location_____page_____paragraph_____

Description:

6.1.9.2 Managed Project Work (M)

Managed Projects are initiated in situations where ordering and provisioning of service is considered by DTS/ONS to be on a larger and more complex scale and exceed the criteria of a Coordinated Project. All Managed Projects where ICB Pricing is offered requires DTS/ONS prior approval. Representation of Managed Projects include services orders:

1. That are for single or multiple Customer site locations that include any of the following conditions:
 - a. In locations where DTS/ONS has determined consolidated service is the most efficient way to provide service to a specific community of interest
 - b. New building Facilities and/or major relocations
 - c. Data network Migration/consolidation
 - d. Major/large data CPE installation
 - e. Major/complex ACD installation
2. That are procured under the Individual Case Base (ICB) Pricing Option will be handled as a Managed Project and require DTS/ONS approval as stated in Appendix B, Model Contract Language, Section 71, Individual Case Base (ICB) Pricing Option.

Upon determination that a Managed Project is required, the following activities shall be initiated:

1. Contractor shall assign a dedicated Project Manager with knowledge and experience in managing telecommunications projects of similar complexity. The dedicated Project Manager will be provided at no cost.
2. Upon receipt of the Service Request, Contractor shall respond to the Agency by the end of the next business day to discuss/obtain additional preliminary information regarding the project and to set up an appointment within 5 business days to

- conduct a discussion with all parties (e.g., Contractor, Agency, and DTS/ONS). The purpose of the meeting will be to understand the project scope and identify information necessary to establish due dates and project schedule. Contractor shall also notify and provide DTS/ONS with a copy of the Agency's service request for review
3. All Managed Projects shall use industry accepted project management methodology throughout the project
 4. Contractor shall provide a project "Scope of Work" no more than 10 business days following receipt of the Agency's Service Request and will include, at a minimum, the following:
 - a. Definition of the project task, start and completion dates, and associated costs
 - b. A project task list that includes contractual service elements (planning, applicable design, engineering, testing, termination, installation and Customer service End-User training)

Managed Project Reporting Requirements:

1. Contractor shall develop, maintain, update, and distribute all documents associated with the Agency's project
2. Contractor shall provide Agency with updated weekly status reports or otherwise agreed upon intervals. The following information will be provided in MS Project or other agreed format:
 - a. Project start date (Customer acceptance of implementation plan/schedule)
 - b. Status
 - Identification of major milestones
 - Identification of project risk (jeopardy)
3. Negotiated project completion date
4. Actual project completion date
5. Contractor shall post and update data on all active Managed Projects weekly on its private Internet site as described in Section 6.1.13.2 for DTS/ONS review. Web site content will be consistent with the reports elements listed in Section 6.1.9.2. Upon completion of the Managed Project, Contractor will remove the project from the private web

The Contractor shall offer the network based ACD services detailed in Table 6.2.6.1.a.

Table 6.2.6.1.a –Network Based ACD (M-O)

Feature Name	Feature Description	Meets or Exceeds? Y/N	Document/ Location
Network Automatic Call Distributor (ACD) (for up to 8 agents)	The basic ACD described above that can handle up to 8 agents		
Bidder's Description:			
Network Automatic Call Distributor (ACD) (for up to 24 agents)	The basic ACD described above that can handle up to 24 agents		
Bidder's Description:			
Network Automatic Call Distributor (ACD) (for up to 48 agents)	The basic ACD described above that can handle up to 48 agents		
Bidder's Description:			
Network Automatic Call Distributor (ACD) (for up to 96 agents)	The basic ACD described above that can handle up to 96 agents		
Bidder's Description:			
Network Automatic Call Distributor (ACD) (for up to 192 agents)	The basic ACD described above that can handle up to 192 agents		
Bidder's Description:			
Network Automatic Call Distributor (ACD) (over 192 agents)	The basic ACD described above that can handle over 192 agents		
Bidder's Description:			

	Bidder's description:			
5				
	Bidder's description:			
6				
	Bidder's description:			
7				
	Bidder's description:			

6.2.18 END-USER SUPPORT (M)

This section describes the support responsibilities of the Contractor and DTS/ONS for activities related to Customer acquisition of telecommunications services as defined in this RFP. The Bidder's response must demonstrate its understanding of each Requirement and submit a business model that details the strategy, staff, and resources that will be used to meet Requirements. A statement of understanding or commitment to meet or exceed is not sufficient.

6.2.18.1 General Requirements (M)

This document specifically identifies services provided through the Contract that have been approved (contracted) with individual pricing and specific feature definition. Additional service items not itemized, priced, and defined must be submitted with pricing and service definition to DTS/ONS and approved by DTS/ONS and the Department of General Services before the service can be provisioned through this Contract.

The DTS/ONS will oversee the use of the Contract by Customers, and will delegate authority to Agencies to submit requests for certain services directly to the Contractor. The DTS/ONS may also designate some services, such as Network ACD, as non-delegated and require DTS/ONS review and approval prior to Agency acquisition. The DTS/ONS will use Contractor provided management reports and periodic random Agency audits to monitor and administer Contract compliance.

Bidder understands the Requirement and shall meet or exceed it? Yes_____ No_____

6.2.20 CONTRACTED SERVICE PROJECT WORK (M)

Contracted Service Project Work is defined as either Coordinated or Managed. In the event the Contractor or Agency is unable to determine if the Service Request Form qualifies as a Coordinated or Managed Project, Contractor will contact DTS/ONS for assessment and ultimate determination.

Bidder understands the Requirement and shall meet or exceed it? Yes_____ No_____

Reference: document_____
location_____ page_____ paragraph_____

Description:

6.2.20.1 Coordinated Project Work (M)

Coordinated Projects are initiated in situations where ordering and provisioning of service exceed the Requirements for routine service request and may require coordinated installation intervals that differ from those contained in Section 6.2.22.9 Provisioning SLA's. Representation of Coordinated Projects includes services orders:

1. That are for single or multiple Customer site locations include any of the following conditions:
 - a. CPE installation
 - b. Translation or Software programming is required to facilitate services
 - c. Where services require a level of complexity for planning and implementation
 - d. Network ACD expansions or modifications

Upon determination that the Coordinated Project is needed, the following activities shall be initiated:

1. Upon receipt of an approved Service Request, the Contractor shall respond to the Agency by the end of the next Business Day to discuss/obtain

additional preliminary information regarding the project and to set up an appointment within 5 working days to discuss the project detail with the Agency.

2. A project "Scope of Work" will be provided no more than 10 Business Days following receipt of Agency's Service Request and will include at a minimum:
 - e. Definition of the project task, start and completion dates, and associated costs.
 - f. Where appropriate for the ordered service, a project task list that includes contractual service elements (i.e. planning, applicable design, engineering, testing, termination, installation and Customer service user training).

Coordinated Project Reporting Requirements:

1. Contractor shall develop, maintain, update and distribute all documents associated with the Agency's project.
2. Contractor shall provide the requesting Agency with updated weekly status reports or otherwise agreed upon intervals.
3. Contractor will post and update data on all active Coordinated Projects for DTS/ONS review weekly, on its private web site as described in Section 6.2.24.2. Web site content will be consistent with the report elements listed in Section 6.2.24.6.1. Upon completion of a Coordinated Project, Contractor will remove project from the private web site and incorporate the project information into the Coordinated Project Work Report as described in Section 6.2.24.6.1.

Bidder understands the Requirement and shall meet or exceed it? Yes_____ No_____

Reference: document_____

location_____ page_____ paragraph_____

Description:

6.2.20.2 Managed Project Work (M)

Managed Projects are initiated in situations where ordering and provisioning of service is considered by DTS/ONS to be on a larger and more complex scale and exceed the parameters of a Coordinated Project. All Managed Projects where ICB Pricing is offered requires DTS/ONS prior approval. Representation of Managed Projects include service orders:

1. That are for single or multiple Customer site locations that include any of the following conditions:
 - a. In locations where DTS/ONS has determined consolidated service is the most efficient way to provide service to a specific community of interest
 - b. New building facilities and/or major relocations
 - c. Data network Migration/consolidation
 - d. Major/large data CPE installation
 - e. Major/complex Network Based ACD installation
2. That are procured under the Individual Case Base (ICB) Pricing Option will be handled as a Managed Project and require DTS/ONS approval as stated in Appendix B, Model Contract Language, Section 71, Individual Case Base (ICB) Pricing Option

Upon determination that a Managed Project is required, the following activities shall be identified:

1. Contractor shall assign a dedicated Project Manager with knowledge and experience in managing telecommunications projects of similar complexity. The dedicated Project Manager will be provided at no cost.
2. Upon receipt of the Service Request, Contractor shall respond to the Agency by the end of the next Business Day to discuss/obtain additional preliminary information regarding the project and to set up an appointment within 5 working days to conduct a discussion with all parties (e.g., Contractor, Agency, and DTS/ONS). The purpose of the meeting will be to understand the project scope and identify information necessary to establish due dates and project schedule. Contractor shall also notify and provide DTS/ONS with a copy of the Agency's service request for review within 5 working days.
3. All Managed Projects shall use industry accepted project management methodology throughout the project.

4. Contractor shall provide a project "Scope of Work" no more than 10 Business Days following receipt of the Agency's Service Request and will include, at a minimum, the following:
 - a. Definition of the project task, start and completion dates, and associated costs
 - b. Where appropriate for an ordered service, a project task list that includes contractual service elements (i.e., planning, applicable design, engineering, testing, termination, installation and Customer service End-User training)

Managed Project Reporting Requirements:

1. Contractor shall develop, maintain, update, and distribute all documents associated with the Agency's project
2. Contractor shall provide Agency with updated weekly status reports or otherwise agreed upon intervals. The following information will be provided in MS Project or other agreed format:
 - a. Project start date (Customer acceptance of Implementation Plan/schedule)
 - b. Status
 - Identification of major milestones
 - Identification of project risk (jeopardy)
3. Negotiated project completion date
4. Actual project completion date
5. Contractor shall post and update data on all active Managed Projects weekly on its private Internet site as described in Section 6.2.24.2 for DTS/ONS review. Web site content will be consistent with the reports elements listed in Section 6.2.24.6.2. Upon completion of the Managed Project, Contractor will remove the project from the private web site and incorporate it into the Managed Project Work Report as described in Section 6.2.24.6.2.

Bidder understands the Requirement and shall meet or exceed it? Yes_____ No_____

Reference: document_____

location_____ page_____ paragraph_____

Description:

Reference: document_____

*location*_____ *page*_____ *paragraph*_____

Description:

6.3.7.4 Training Plan (M)

The Contractor shall provide a training plan that provides the following:

- Estimate for each of the three types of training (e.g., Orientation, Contract Services, and Contract Management), who would perform the training, what methods would be used, the frequency and the proposed locations that training would be conducted. Include a brief summary of the content to be provided in the training. Identify any required collateral training materials
- Include how the Contractor expects to maintain communication with the DTS/ONS to help ensure effective Contract education and training on an on-going basis
- Include any other pertinent information the Bidder wishes to offer

Within 30 calendar days after award, the Training Plan should be finalized. Include interim timeframes and activities in the proposed plan for developing and presenting the detailed training content and objectives to the DTS/ONS to meet that date.

After award, the Training Plan will be reviewed further by DTS/ONS. Final training class outlines and content, attendee reports, advertising/publishing of training classes, schedules and other related activities shall be jointly coordinated with the Contractor.

The final Training Plan will be as mutually agreed between the Contractor and DTS/ONS. The DTS/ONS may request reasonable modifications if needed to meet the State's business needs.

*Bidder understands the Requirement and shall meet or exceed it? Yes*____ *No*____

Reference: document_____

6.3.10 END-USER SUPPORT (M)

This section describes the support responsibilities of the Contractor and DTS/ONS for activities related to Customer acquisition of telecommunications services as defined in this Module. The Bidder's response must demonstrate its understanding of each Requirement and submit a business model that details the strategy, staff, and resources that will be used to meet Requirements. A statement of understanding or commitment to meet or exceed is not sufficient.

6.3.10.1 General Requirements (M)

This document specifically identifies services provided through the Contract that have been approved (contracted) with individual pricing and specific feature definition. Additional service items not itemized, priced, and defined must be submitted with pricing and service definition to DTS/ONS and approved by DTS/ONS and the Department of General Services before the service can be ordered/provisioned through this Contract.

The DTS/ONS will oversee the use of the Contract by Customers, and will delegate authority to Agencies to submit requests for certain services directly to the Contractor. The DTS/ONS may also designate some services, such as ACD, as non-delegated and require DTS/ONS review and approval prior to Agency acquisition. The DTS/ONS will use Contractor provided management reports and periodic random Agency audits to monitor and administer Contract compliance.

Bidder understands the Requirement and shall meet or exceed it? Yes_____ No_____

Reference: document_____

location_____ page_____ paragraph_____

Description:

6.3.12.1 Coordinated Project Work (M)

Coordinated Projects are initiated in situations where ordering and provisioning of service exceed the Requirements for routine service requests, and require coordinated installation intervals that differ from those contained in Section 6.3.14.2.14 Provisioning. Representation of Coordinated Projects include service orders:

1. That are for single or multiple Customer site locations that include any of the following conditions:
 - a. CPE installation
 - b. Translation or Software programming is required to facilitate services
 - c. Where services require a level of complexity for planning and implementation
 - d. ACD installation

Upon determination that the Coordinated Project is needed, the following activities shall be initiated:

1. Upon receipt of the Service Request, the Contractor shall respond to the Agency by the end of the next Business Day to discuss/obtain additional preliminary information regarding the project and to set up an appointment within 5 Business Days to discuss the project detail with the Agency.
2. Contractor shall provide a project "Scope of Work" no more than 10 Business Days following receipt of Agency's Service Request and will include at a minimum the following:
 - a. Definition of the project task, start and completion dates, and associated costs
 - b. Where appropriate for the ordered service, a project task list that includes contractual service elements (e.g. planning, applicable design, engineering, testing, termination, installation and Customer service End-User training)

Coordinated Project Reporting Requirements:

1. Contractor shall develop, maintain, update and distribute all documents associated with the Agency's project
2. Contractor shall provide the requesting Agency with updated weekly status reports or otherwise agreed upon intervals
3. Contractor shall post and update data on all active Coordinated Projects for DTS/ONS review weekly, on its private web site as described in Section 6.3.16.2. Web site content will be consistent with the report elements listed in Sections 6.3.15 and 6.3.16. Upon completion of a Coordinated Project, Contractor will remove project from the private web site and incorporate the project information into the Coordinated Project Work Report as described in Section 6.3.17.1.

Bidder understands the Requirement and shall meet or exceed it? Yes_____ No_____

Reference: document_____

location_____ page_____ paragraph_____

Description:

6.3.12.2 Managed Project Work (M)

Managed Projects are initiated in situations where ordering and provisioning of service is considered by DTS/ONS to be on a larger and more complex scale and exceed the parameters of a Coordinated Project. All Managed Projects where ICB Price Options are offered (see Appendix B, Contract Model Language, Section 71) require DTS/ONS prior approval. Upon determination that a Managed Project exists, the following activities shall be initiated:

1. Due to the size and complexity of a Managed Projects, Contractor shall assign a dedicated Project Manager with

knowledge and experience in managing telecommunications projects of similar complexity. The dedicated Project Manager will be provided at no cost.

2. Upon receipt of the Service Request, Contractor shall respond to the Agency by the end of the next Business Day to discuss/obtain additional preliminary information regarding the project and to set up an appointment within 5 Business Days to conduct a discussion with all parties (e.g., Contractor, Agency, and DTS/ONS). The purpose of the meeting will be to understand the project scope and identify information necessary to establish due dates and project schedule. Contractor shall also notify and provide DTS/ONS with a copy of the Agency's service request for review within 5 Business Days.
3. All Managed Projects shall use industry accepted project management methodology throughout the project.
4. Contractor shall provide a project "Scope of Work" no more than 10 Business Days following receipt of the Agency's Service Request and will include, at a minimum, the following:
 - a. Definition of the project task, start and completion dates, and associated costs
 - b. Where appropriate for the ordered service, a project task list that includes contractual service elements (planning, applicable design, engineering, testing, termination, installation and Customer service End-User training)

Managed Project Reporting Requirements:

1. Contractor shall develop, maintain, update, and distribute all documents associated with the Agency's project
2. Contractor shall provide Agency with updated weekly status reports or otherwise agreed upon intervals. The following information will be provided in MS Project or other agreed format:
 - a. Project start date (Customer acceptance of Implementation Plan/schedule)
 - b. Status
 - Identification of major milestones
 - Identification of project risk (jeopardy)
3. Negotiated project completion date.

4. Actual project completion date
5. Contractor shall post and update data on all active Managed Projects weekly on its private Internet site as described in Section 6.3.16.2 for DTS/ONS review. Web site content will be consistent with the reports elements listed in Section 6.3.15 and 6.3.16. Upon completion of the Managed Project, Contractor will remove the project from the private web site and incorporate it into the Managed Project Work Report as described in 6.3.17.2.

Bidder understands the Requirement and shall meet or exceed it? Yes_____ No_____

Reference: document_____

location_____ page_____ paragraph_____

Description:

6.3.13 CUSTOMER ADVOCACY (M)

DTS/ONS maintains a Customer advocate function involving provisioning and ongoing network service delivery. DTS/ONS requires access to several Contractor provided tools through web based applications to process and monitor Customer network trouble tickets and the Contractor's corrective action. DTS/ONS's role as a Customer advocate can be invoked by the escalation process, Customer request, Contractor request, or as a result of service and process monitoring. In support of this area, Contractor shall provide communication and coordination beyond the normal trouble reporting and initial order submittal processes.

Bidder understands the Requirement and shall meet or exceed it? Yes_____ No_____

Reference: document_____

location_____ page_____ paragraph_____

Description:

- Date “Scope of Work” provided to Customer
- Estimated cost
- Final cost
- Service type (s) installed
- Quantities, if applicable to service type
- Date approved by DTS/ONS – ICB projects
- Project start date (Customer acceptance of Implementation Plan/schedule)
- Status
- Identification of major milestones
- Identification of project jeopardies
- Negotiated project completion date
- Project completion date
- Project Manager name and contact information

Bidder understands the Requirement and shall meet or exceed it? Yes_____ No_____

Reference: document_____

location_____ page_____ paragraph_____

Description:

6.3.18 REQUIRED MIGRATION AND TRANSITION STRATEGY (M)

As business Requirements dictate, the awarded Contractor shall participate in two implementation phase options and shall submit the required plan for the appropriate option; the first phase will be a Migration plan. Migration occurs when customer(s) elects not to Transition to Contract Modules 1 and 2 services, but order services from Module 3 and 4. The second phase is a Transition-Out plan. Transition-Out occurs at the end of the Contract Term or cancellation of the Contract, whichever occurs first. The

location_____ page_____ paragraph_____

Description:

6.4.5.4 Training Plan (M)

The Contractor shall provide a training plan that provides the following:

- Estimate for each of the three types of training (e.g., Orientation, Contract Services, and Contract Management), who would perform the training, what methods would be used, the frequency and the proposed locations that training would be conducted. Include a brief summary of the content to be provided in the training. Identify any required collateral training materials
- Include how the Contractor expects to maintain communication with the DTS/ONS to help ensure effective Contract education and training on an on-going basis
- Include any other pertinent information the Bidder wishes to offer

Within 30 calendar days after award, the Training Plan should be finalized. Include interim timeframes and activities in the proposed plan for developing and presenting the detailed training content and objectives to the DTS/ONS to meet that date.

After award, the Training Plan will be reviewed further by DTS/ONS. Final training class outlines and content, attendee reports, advertising/publishing of training classes, schedules and other related activities shall be jointly coordinated with the Contractor.

The final Training Plan will be as mutually agreed between the Contractor and DTS/ONS. The DTS/ONS may request reasonable modifications if needed to meet the State's business needs.

Bidder understands the Requirement and shall meet or exceed it? Yes_____ No_____

Reference: document_____

Reference: document _____

location _____ *page* _____ *paragraph* _____

Description:

6.4.7 END-USER SUPPORT (M)

This section describes the support responsibilities of the Contractor and DTS/ONS for activities related to Customer acquisition of telecommunications services as defined in this Module. The Bidder's response must demonstrate its understanding of each Requirement and submit a business model that details the strategy, staff, and resources that will be used to meet Requirements. A statement of understanding or commitment to meet or exceed is not sufficient.

6.4.8.1 General Requirements (M)

This document specifically identifies services provided through the Contract that have been approved (contracted) with individual pricing and specific feature definition. Additional service items not itemized, priced, and defined must be submitted with pricing and service definition to DTS/ONS and approved by DTS/ONS and the Department of General Services before the service can be ordered/provisioned through this Contract.

The DTS/ONS will oversee the use of the Contract by Customers, and will delegate authority to Agencies to submit requests for certain services directly to the Contractor. The DTS/ONS may also designate some services as non-delegated and require DTS/ONS review and approval prior to Agency acquisition. The DTS/ONS will use Contractor provided management reports and periodic random Agency audits to monitor and administer Contract compliance.

Bidder understands the Requirement and shall meet or exceed it? Yes _____ *No* _____

Reference: document _____

6.4.10 CONTRACTED SERVICE PROJECT WORK (M)

Contracted Service Project Work is defined as either Coordinated or Managed. In the event the Contractor or Agency is unable to determine if the Service Request qualifies as a Coordinated or Managed Project, Contractor will contact DTS/ONS for assessment and ultimate determination.

Bidder understands the Requirement and shall meet or exceed it? Yes_____ No_____

Reference: document_____
location_____ page_____ paragraph_____

Description:

6.4.10.1 Coordinated Project Work (M)

Coordinated Projects are initiated in situations where ordering and provisioning of service exceed the Requirements for routine service requests, and require coordinated installation intervals that differ from those contained in Section 6.4.12.2.9, Provisioning. Representation of Coordinated Projects include service orders:

1. That are for single or multiple Customer site locations that include any of the following provisions:
 - a. CPE installation
 - b. Translation or Software programming is required to facilitate services
 - c. Where services require a level of complexity for planning and implementation
 - d. ACD installation

Upon determination that the Coordinated Project is needed, the following activities shall be initiated:

1. Upon receipt of the Service Request, the Contractor shall respond to the Agency by the end of the next Business Day to discuss/obtain additional preliminary information regarding the project and to set up an appointment within 5 Business Days to discuss the project detail with the Agency.
2. Contractor shall provide a project "Scope of Work" no more than 10 Business Days following receipt of Agency's Service Request and will include at a minimum the following:
 - a. Definition of the project task, start and completion dates, and associated costs
 - b. Where appropriate for the ordered service, a project task list that includes contractual service elements (e.g., planning, applicable design, engineering, testing, termination, installation and Customer service End-User training)

Coordinated Project Reporting Requirements:

1. Contractor shall develop, maintain, update and distribute all documents associated with the Agency's project
2. Contractor shall provide the requesting Agency with updated weekly status reports or otherwise agreed upon intervals
3. Contractor shall post and update data on all active Coordinated Projects for DTS/ONS review weekly, on its private web site as described in Section 6.4.14.2. Web site content will be consistent with the report elements listed in Sections 6.4.13 and 6.4.14. Upon completion of a Coordinated Project, Contractor will remove project from the private web site and incorporate the project information

into the Coordinated Project Work Report as described in Section 6.4.15.1.

Bidder understands the Requirement and shall meet or exceed it? Yes_____ No_____

Reference: document_____

location_____ page_____ paragraph_____

Description:

6.4.10.2 Managed Project Work (M)

Managed Projects are initiated in situations where ordering and provisioning of service is considered by DTS/ONS to be on a larger and more complex scale and exceed the parameters of a Coordinated Project. All Managed Projects where ICB Price Options are offered (see Appendix B, Contract Model Language, Section 71) require DTS/ONS prior approval. Upon determination that a Managed Project exists, the following activities shall be initiated:

1. Contractor shall assign a dedicated Project Manager with knowledge and experience in managing telecommunications projects of similar complexity. The dedicated Project Manager will be provided at no cost.
2. Upon receipt of the Service Request, Contractor shall respond to the Agency by the end of the next Business Day to discuss/obtain additional preliminary information regarding the project and to set up an appointment within 5 Business Days to conduct a discussion with all parties (e.g., Contractor, Agency, and DTS/ONS). The purpose of the meeting will be to understand the project scope and identify information necessary to establish due dates and project schedule. Contractor shall also notify and provide DTS/ONS with a copy of the Agency's service request for review within 5 Business Days.
3. All Managed Projects shall use industry accepted project management methodology throughout the project.

4. Contractor shall provide a project "Scope of Work" no more than 10 Business Days following receipt of the Agency's Service Request and will include, at a minimum, the following:
 - a. Definition of the project task, start and completion dates, and associated costs
 - b. Where appropriate for the ordered service, a project task list that includes contractual service elements (planning, applicable design, engineering, testing, termination, installation and Customer service End-User training)

Managed Project Reporting Requirements:

1. Contractor shall develop, maintain, update, and distribute all documents associated with the Agency's project
2. Contractor shall provide Agency with updated weekly status reports or otherwise agreed upon intervals. The following information will be provided in MS Project or other agreed format:
 - a. Project start date (Customer acceptance of Implementation Plan/schedule)
 - b. Status
 - Identification of major milestones
 - Identification of project risk (jeopardy)
3. Negotiated project completion date
4. Actual project completion date
5. Contractor shall post and update data on all active Managed Projects weekly on its private Internet site as described in Section 6.4.14.2 for DTS/ONS review. Web site content will be consistent with the report elements listed in Sections 6.4.13 and 6.4.14. Upon completion of the Managed Project, Contractor will remove the project from the private web site and incorporate it into the Managed Project Work Report as described in Section 6.4.15.2.

Bidder understands the Requirement and shall meet or exceed it? Yes_____ No_____

Reference: document_____

location_____ page_____ paragraph_____

Description:

Module 3 and 4. The second phase is a Transition-Out plan. Transition-Out occurs at the end of the Contract Term or cancellation of the Contract, whichever occurs first. The Contractor agrees to cooperate fully with the State and awarded Contractors in planning, coordinating, and implementing the required strategies.

Bidder understands the Requirement and shall meet or exceed it? Yes_____ No_____

Reference: document_____

location_____ page_____ paragraph_____

Description:

6.4.16.1 Migration Plan Requirements of Startup (M)

As part of the RFP response, the Contractor will submit a Migration plan that will be evaluated on the following:

1. Describe in detail the minimal End-User impact during Migration
2. Migration planning strategy and schedule that considers:
 - Customer (State and public Agency)
 - Customer location
 - Service type/category or technology
 - Service complexity
 - Interoperability Requirements/considerations
 - Service quantity considerations
 - Customer special business Requirements
 - Public safety considerations
 - Consider the impact on State and Customer's business and operational Requirements when establishing Migration schedules

SECTION 7 COSTS

7.1 SERVICE COSTS

The Bidder shall list all costs to the State to provide the services ordered through its CALNET II Contracts awarded as a result of this RFP. The Bidder shall identify in Exhibit 7-A, 7-B, 7-C, or 7-D all costs associated with the Module being Bid. Only items listed in RFP Section 6 as Mandatory-Optional (M-O) and Desirable (D) shall be listed in the Section 7 Exhibits. All other services shall be considered Mandatory (M) and provided at no cost. Costs will include all monthly recurring, non-recurring, usage, contract volume discounts, term pricing options, and non-recurring charges as applicable. Term pricing options will be limited to specifically designated services approved by the State. Any proposal for listed pricing is to include all elements necessary to configure an instance of working service (planning, application design, engineering, testing, wiring, termination, installation, and training) whether priced separately or bundled. Service elements without associated pricing will be considered no charge items. Therefore, the Bidder should review all Section 7 cost exhibits carefully prior to final submission. Costs proposed for a Module may not be conditioned or affected by award of any other Module.

7.2 SERVICE TAXES, FEES AND SURCHARGES

Applicable taxes, fees, surcharges, and surcredits shall not be a component of the pricing proposed in the Section 7 Exhibits. Refer to Contract Section 59 and RFP Section 5.5.2 for applicable Requirements concerning taxes, fees, and surcharges.

7.3 COST TABLES

Bidders shall fill out Exhibit 7-A, 7-B, 7-C, or 7-D, Cost Tables, for all Bid costs associated with this RFP. Note that these Exhibits are also provided as multiple sheet Microsoft Excel spreadsheet files. Bidders shall submit their Section 7 Exhibit per the instructions in RFP Section 8 for costs, (with dollar amounts only contained in the Final Proposal, and then within a separately sealed envelope). The submitted costs contained within these tables will be used for evaluation purposes per RFP Section 9.5.4, and will also be used to establish contracted costs and rates of the final awarded Contracts. Note that the quantity and extended cost values provided within the cost tables of the Section 7 Exhibits are for cost evaluation purposes only. The State's listing of quantities in these cost tables should not be interpreted by the Bidder to mean that the State expects the Bidder to receive orders for these quantities. The State makes no warranty and provides no guarantee of any quantities of actual orders. Bidders should not assume that these quantities, either as precise numbers or as general estimates, should be expected to reflect actual orders or conditions of service.

The definitions of the services of each Module that require costing are provided in the individual referenced Requirements of RFP Sections 6.1, 6.2, 6.3, or 6.4. Further instructions and definitions pertinent to the costing of services are contained in the subsections below. Additional cost instructions applicable to the specific services are provided within the individual cost tables of Section 7's Exhibits as necessary. Bidders are cautioned that they are not to add language to

9.5.4 Cost Evaluation

9.5.4.1 Cost Opening and Validation

The envelopes containing the Bidders' proposed costs shall not be opened until all other evaluation factors have been completed. Only those Bidders whose Proposals are compliant with all RFP mandatory and mandatory-optional Requirements shall be considered. Cost envelopes of non-compliant Bidders shall not be opened or considered. The costs will be opened at a publicly announced time and place. The cost opening shall be open to all Bidders and the public. Prior to the costs being opened, the names of all compliant Bidders will be announced, as well as their total technical points earned. When the costs are opened, the proposed Total Cost as presented in each compliant Bidder's cost Proposal shall be announced and recorded.

The RFP Evaluation Team will review the Bidders' cost data to ensure validation against Requirements (e.g., completeness, no stated limitations or constraints, etc.), and the results of the validation will be recorded. Following this validation and recording, the RFP Evaluation Team members shall review the individual cost elements and check for arithmetic errors against the State's cost model used for evaluation purposes.

9.5.4.2 Cost Evaluation Methodology

Each compliant Bidder's proposed and validated Total Cost shall be scored relative to the validated Total Cost proposed by the compliant Bidder offering the lowest cost. This lowest-cost compliant Bidder shall receive) the maximum possible points assigned for costs, (for example 35,000 points in Module 1. All other compliant Bidders will receive a portion of the maximum possible points relative to the cost of the lowest compliant Bidder.

An example of the evaluation of Bidders' proposed costs:

For example, in the evaluation of the Bidders' proposed costs for Module 1, Bidder C might have the lowest Total Cost of \$260,000,000 and earn 100 percent of the total possible points available for cost evaluation, while Bidders A and B earned less, as depicted below:

<u>Bidder</u>	<u>Total Cost Bid</u>	<u>ratio of lowest cost to Bidder's cost</u>	<u>equals percent earned</u>	<u>times possible points</u>	<u>generates earned points</u>
A:	\$280,000,000	$\frac{\$260,000,000}{\$280,000,000}$	92.86%	35,000	32,500

B:	\$300,000,000	<u>\$260,000,000</u> \$300,000,000	86.67%	35,000	30,333
C:	\$260,000,000	<u>\$260,000,000</u> \$260,000,000	100.00%	35,000	35,000

9.5.4.3 Evaluation Cost Model

The Bidder's Total Cost used in the above Cost Evaluation Methodology shall be derived from the Bidder's proposed costs associated with each cost element contained in the appropriate Cost Table of RFP Section 7 (RFP Exhibit 7-A, 7-B, 7-C, or 7-D) times the quantities for these cost elements as also contained in the Section 7 Cost Table. Note that Bidders shall only insert their individual cost elements in the Section 7 Exhibit(s), and shall not make any adjustments to the tables, including quantities. Note that the quantities contained in the Section 7 Exhibits are for cost evaluation purposes only, and do not commit the State to any expectation of the quantities of services actually ordered by State and local Agencies.

9.6 SELECTION

Final selection and ultimate award will be made to the Proposal with the highest accumulative point score per Module, among the Proposals that are responsive to the Requirements of the RFP. Responsiveness shall include but not be limited to meeting the administrative, technical, and contractual Requirements, and conforming to the rules of RFP Section 2. The State reserves the right at any time to reject any or all Proposals.

All pertinent preferences will be applied to the applicable evaluation criteria before selection is announced. Small Business preference will be applied as required by law.

The total points possible are for each Module being Bid are as follows:

For Modules 1:

	Total Possible Points	Percent of Total Points
Technical Evaluation Points	15,000	30%
Cost Evaluation Points	<u>35,000</u>	<u>70%</u>
Total Evaluation Points	50,000	100%

For Module 2:

	Total Possible Points	Percent of Total Points
Technical Evaluation Points	15,000	30%
Cost Evaluation Points	<u>35,000</u>	<u>70%</u>
Total Evaluation Points	50,000	100%

For Module 3:

	Total Possible Points	Percent of Total Points
Technical Evaluation Points	9,616	50%
Cost Evaluation Points	<u>9,616</u>	<u>50%</u>
Total Evaluation Points	19,232	100%

For Module 4:

	Total Possible Points	Percent of Total Points
Technical Evaluation Points	27,948	50%
Cost Evaluation Points	<u>27,948</u>	<u>50%</u>
Total Evaluation Points	55,896	100%

2. CONTACT INFORMATION

- a. The Contract Representatives during the Term shall be:

State Agency: Department of Technology Services, Office of Network Services	Contractor:
Name: Robert T. Rainbolt	Name:
Phone: (916) 657-6169	Phone:
Fax: (916) 657-9129	Fax:
E-Mail: tom.rainbolt@dts.ca.gov	E-Mail:

Direct all inquiries to:

State Agency: Department of Technology Services	Contractor:
Section/Unit: Office of Network Services	Section/Unit:
Attention: ONS Contract Management Section	Attention:
Address: P.O. Box 1810, MS 304, Rancho Cordova, CA 95741-1810	Address:
Phone: (916) 657-6169	Phone:
Fax: (916) 657-9129	Fax:

Subject to the terms of the Contract, each Party may modify the Contract Representatives listed above during the Term by providing written notice to the other Party in such notice identifying the new Contract Representative(s).

- b. Contractor shall act as the single point of contact and responsible party for all Services offered under this Contract. This includes all elements of service; ordering; provisioning; maintenance; and trouble reporting. Contractor will also act as the single point of contact in coordinating all entities required in the RFP and Proposal to meet the State's need for service. Contractor shall act as the single point of contact and responsible party for Services obtained from its subcontractors and affiliates that are offered to the State or any authorized user of this Contract as further described in the RFP.
- c. Whenever any notice or demand is to be given under this Contract to Contractor or the State, the notice shall be in writing and addressed to the applicable party at the address described in Section 2.a above, or such subsequent address of a party provided to the other party via a written notice in accordance with this paragraph. Notices delivered by overnight courier service shall be deemed delivered on the day following mailing. Notices mailed by U.S. Mail, postage prepaid, registered

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11. The undersigned Agency, upon execution of this IPRN, certifies that it has received, reviewed and concurs to the proposed rate reduction(s) and any proposed charges applicable to the Service(s) and location(s) described herein above.

Contractor

(Agency)

By: _____

By: _____

Title: _____

Title: _____

Date Signed: _____

Date Signed: _____

Approved By:
Department of Technology Services,
Office of Network Services

By: _____

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